



Hawaii Public Housing Authority
State of Hawaii

RFP OED-2014-03

Request for Proposals for Professional Consulting Services to
Redevelop the Federal Low Income Public Housing Property
Mayor Wright Homes and the Hawaii Public Housing Authority's
Administrative Offices on the Island of Oahu

Issued January 27, 2014



Notice to Offerors
(Chapter 103D, Hawaii Revised Statutes)

REQUEST FOR PROPOSALS (RFP) No. RFP OED-2014-03

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes ("HRS"), the Hawaii Public Housing Authority ("HPHA"), will be accepting sealed proposals for: **Professional Consulting Services to Redevelop the Federal Low Income Public Housing Property Mayor Wright Homes and the Hawaii Public Housing Authority's Administrative Offices on the Island of Oahu.** The areas of service are as follows:

- Mayor Wright Homes 521 North Kukui Street, Honolulu, HI 96817
- HPHA Admin. Offices: 1002 North School Street, Honolulu, HI 96817

The Request for Proposals may be picked up at the HPHA's Contract and Procurement Office on Oahu located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 or downloaded at the HPHA website at: www.hpha.hawaii.gov beginning January 27, 2014. Interested offerors must have extensive experience in developing low income, affordable housing properties and mixed income/mixed use housing properties.

The HPHA's Contract and Procurement Office will conduct a Pre-Proposal Conference from 9:00 a.m. to 10:00 a.m. Hawaii Standard Time (HST) at the HPHA Building E Boardroom, 1002 North School Street, Honolulu, Hawaii 96817 on Monday, February 3, 2014 with a site inspection to follow at approximately 10:15 a.m. HST. The HPHA strongly recommends that all interested offerors attend. For those interested in attending via conference call, please contact the RFP Coordinator listed below no later than 4:00 p.m. HST, Friday, January 31, 2014.

Sealed proposals will be received at the HPHA's Central Files Office at 1002 N. School Street, Building D, Honolulu, Hawaii 96817 until 4:00 p.m. HST on Thursday, February 13, 2014. Electronic mail and facsimile transmissions **shall not** be accepted. The official time shall be that which is recorded on the time stamp clock of the HPHA for hand-delivered proposals. Deliveries by private mail services, such as Federal Express, shall be considered hand deliveries. All mail-in proposals delivered/postmarked by the United States Postal Service **must be received** no later than 4:00 p.m. HST on Thursday, February 13, 2014.

The HPHA reserves the right to reject any and all proposals and to accept the proposals in whole or part in the best interest of the State. Questions relating to this solicitation shall be directed to RFP Coordinator, Mr. Rick Sogawa at (808) 832-6038.

HAWAII PUBLIC HOUSING AUTHORITY
Hakim Ouansafi
Executive Director



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Section 1

Administrative Overview

I. Authority

The Hawaii State Legislature established the Hawaii Public Housing Authority (hereinafter “HPHA”) under Chapter 356D, Hawaii Revised Statutes (HRS). The HPHA provides low income housing and is attached to the Department of Human Services for administrative purposes only. The HPHA is a public body and a body corporate and politic of the State of Hawaii. The HPHA’s role is to address the housing needs of low income families in Hawaii. The HPHA seeks to competitively procure professional consulting services to redevelop the federal low income public housing development known as Mayor Wright Homes under Asset Management Project 32 (hereinafter “MWH”) and the HPHA’s Administrative Offices on the Island of Oahu.

A determination has been made that the HPHA is unable to secure professional consulting services through a low bid process. Factors included in the determination were: 1) Price is not the primary consideration in determining an award; 2) The resulting Contract may need to be other than a fixed-price type; 3) The specifications for the services cannot be sufficiently described through a low bid process; 4) Oral or written discussions need to be conducted with interested offerors concerning their proposals; 5) Interested offerors may need to revise their proposals, including price; and 6) The award needs to be based on a comparative evaluation in order to determine the most advantageous offering to the State. To that end, a low bid process is not practicable to the State to secure professional consulting services to redevelop MWH and the HPHA’s Administrative Offices on the Island of Oahu.

This Request For Proposals (hereinafter “RFP”) is issued under the provisions of Chapter 103D, HRS, the related administrative rules, and the United States Department of Housing and Urban Development’s (hereinafter “HUD”) regulations. Interested offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any interested offeror shall constitute admission of such knowledge on the part of such interested offeror.

II. RFP Organization

This RFP is organized into five (5) sections:

- Section 1 Administrative Overview – Provides interested offerors with an overview of the procurement and contracting process.
- Section 2 Scope of Work and Specifications – Provides interested offerors with a general description of the tasks to be performed, delineates interested offeror’s responsibilities, and defines deliverables as applicable.
- Section 3 Proposal Form and Instructions – Describes the required format and content for the proposal.
- Section 4 Proposal Evaluation & Award– Describes how proposals will be evaluated.

III. Contracting Office

The Contracting Office is responsible for overseeing the procurement and issuing the Contract resulting from this RFP. The Contracting Office is:

Hawaii Public Housing Authority
Contract and Procurement Office
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817

Telephone: (808) 832-6038

The RFP Coordinator or his/her designated representative is listed below:

Rick Sogawa
Hawaii Public Housing Authority
Contract and Procurement Office
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817

Telephone: (808) 832-6038
Fax: (808) 832-6039

Email: rick.t.sogawa@hawaii.gov

The HPHA reserves the right to change the RFP Coordinator without prior written notice.

The Construction Management Branch (CMB) is the office responsible for administering and monitoring the Contract. The designated Contract Administrator or his/her designated representative is responsible for monitoring the activities performed under the Contract and is listed as follows:

Barbara Arashiro
Hawaii Public Housing Authority
1002 North School Street
Honolulu, Hawaii 96817

Telephone: (808) 832-4694

Any changes to the Contract Administrator or his/her designated representative shall be provided in writing to the Successful Offeror. The HPHA reserves the right to make changes to the Contract Administrator. Once the Successful Offeror has received the Notice to Proceed, all communications regarding approvals, reports, and requests will be directed to the Contract Administrator.

IV. Procurement Timeline

<u>Activity</u>	<u>Scheduled Dates</u>
Public notice announcing RFP	January 27, 2014
Distribution of proposal specs/proposal form	January 27, 2014
Pre-Proposal Conference and Site Inspection	February 3, 2014

Deadline to submit written inquiries	February 6, 2014
State response to written inquiries	February 7, 2014
Proposal submittal deadlines	Feb. 13, 2014; 4:00 pm HST
Proposal review	February 2014
Notice of award	February 2014
Contract execution	February 2014
Start of services	March 1, 2014

The HPHA reserves the right to amend or revise the timetable without prior written notice when it is in the best interest of the State.

V. Pre-Proposal Conference and Site Inspection

The HPHA's Contract and Procurement Office will conduct a Pre-Proposal Conference from 9:00 a.m. to 10:00 a.m. Hawaii Standard Time (HST) at the HPHA's Building E Boardroom, 1002 North School Street, Honolulu, Hawaii 96817 and a site inspection starting at approximately 10:15 a.m. HST on Monday, February 3, 2014. The HPHA strongly recommends that all interested offerors attend. For those interested in attending via conference call, please contact the RFP Coordinator no later than 4:00 p.m. HST, Friday, January 31, 2014.

Prior to submittal of a proposal, it is highly recommended that interested offerors inspect the property to familiarize themselves with existing conditions, and the extent and nature of work to be performed. No additional compensation will be allowed by reason of any misunderstanding or error regarding site conditions, project layout or work to be performed.

Impromptu questions will be permitted at the Pre-Proposal Conference and site inspection and verbal answers provided. Verbal answers provided by the HPHA are not binding and only intended for general direction purposes. Written formal official responses to substantive questions will be provided in writing to each interested offeror as set forth in Section VI herein below no later than February 13, 2014. Any changes required will be issued as an addendum to this RFP.

VI. Submission of Questions

Interested offerors may submit questions to the RFP Coordinator identified in Section 1 of this RFP. The deadline for submission of written questions is 4:30 p.m. HST, on February 3, 2014. All written questions will receive a written response from the HPHA. The HPHA does not guarantee receipt of questions submitted via electronic mail. The HPHA's responses to interested offeror's written questions will be sent not later than February 7, 2014.

VII. Submission of Sealed Proposals

1. **Forms/Formats.** Proposal forms and formats such as price proposal are included in Section 5 – Attachments of this RFP.

Interested offerors shall also follow the U.S. Department of Housing and Urban Development's Instructions to Offerors Non-Construction form HUD 5369-B and Certifications and Representations of Offers Non-Construction Contract, form HUD 5369-C. The instructions may be downloaded from HUD Clips at www.hudclips.org and are attachment to this RFP. See Attachments 12 and 13.

2. **Proposal Submittal.** Proposals must be postmarked by the United States Postal Service (USPS) or hand delivered by the date and time designated in this RFP. Any proposals post-marked or received after the designated date and time shall be rejected. **Electronic submissions such as electronic mail and facsimile transmissions shall not be accepted.**

The register of proposals and proposals shall be open to public inspection after the award of the Contract.

3. **Pre-opening Modification or Withdrawal.** Proposals may be modified or withdrawn prior to the deadline for submittal of proposals by written notice to modify or withdraw the proposal. All requests for modifications shall be sealed, accompanied by the actual modifications to the proposals and signed by an authorized representative.

The written request must be submitted to the HPHA, Contract and Procurement Office, 1002 North School Street, Bldg D, Honolulu, Hawaii 96817 and time stamped by the HPHA. Modifications and/or withdrawals shall be clearly marked and must be received by the HPHA not later than 4:00 p.m. HST on February 13, 2014.

4. **Wages and Labor Law Compliance.** Prior to entering into a Contract in excess of \$25,000, an interested offeror shall certify that it complies with section 103-55, HRS, wages, hours, and working conditions of employees of contractors performing services. Section 103-55, HRS provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Interested offerors are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the Successful Offeror shall be obligated to provide such increased wages.

Interested offerors shall complete and submit the attached Wage Certification certifying that the services required will be performed pursuant to section 103-55, HRS. See Attachment 11.

The Successful Offeror shall be further obligated to notify his/her employees performing work under this Contract regarding the provisions of section 103-55, HRS, and the current wage rates for public employees performing similar work. The Successful Offeror may meet this obligation by posting a written notice to this

effect in the Successful Offeror's place of business in an area accessible to all employees.

Interested offerors are strongly encouraged to account for salary increases as posted by the State of Hawaii's Department of Human Resources Development (DHRD). **The HPHA will consider requests for increases as a result of wage increases to public officers and employees during the contract period or any option period that are not published.** At the release of this solicitation, the effective wages through July 1, 2014 for State employees performing similar work have been published by the DHRD.

If wages increase after the execution of the Contract, the Successful Offeror may request an increase in Contract price in order to correspondingly increase the wages of the offeror's employees performing the work, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old-age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

The Successful Offeror shall not be paid for any reimbursement of retroactive pay negotiated by the State. The Successful Offeror's request for the increase must meet the following criteria:

1. At the time of the offer, if the Successful Offeror's hourly wage rate is greater than the prevailing State wage, the Successful Offeror's requests for increase will not be considered.
2. At the time of the request, the Successful Offeror must or must have provided documentation to show that it is in compliance with Section 103-55, HRS, i.e., its employees are being paid no less than the known wage rates of a State position. Documentation shall include the employee's payroll records and a statement that the employees are being utilized for this Contract.
3. Request for an increase must be made in writing to the HPHA on a timely basis:
 - i. Request for increase for the initial Contract period must be made as soon as practicable after the State wage agreements are made public. Approved requests will be retroactive to the date of increase for the State employees with adequate documentation that the Successful Offeror provided its employees a wage increase.
 - ii. Request for increase for an option period of the Contract must be made prior to the start of the option period. To obtain the current wage information download the information from the Department of Human Resource Development's website at the following address:

<http://www.hawaii.gov/hrd/main/HRDInfoCentral/DocCentral/SalarySchedules>

It is the sole responsibility of the Contractor to comply with section 103-55, HRS.

5. **Confidential Information.** If an interested offeror believes that any portion of a proposal contains information that should be withheld as confidential, the **interested offeror shall request in writing nondisclosure of designated proprietary data to be confidential** and provide justification to support the designation of confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal documents to facilitate eventual public inspection of the non-confidential sections of the proposal documents. Note that **price and the provision of the minimum required services are not considered confidential and will not be withheld.**

Interested offerors that choose to identify portions of their proposal as confidential shall be responsible to ensure that the minimum services are not included. The HPHA will not make any determination of confidentiality for the interested offeror.

If a proposal is marked confidential in its entirety, the HPHA will not make a determination of confidentiality and will refer the request for information to the State's Office of Information Practices.

6. **Exceptions.** Interested offerors shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Interested offerors must reference the RFP section where the exception is taken, a description of the exception taken, and any proposed alternative. The HPHA shall retain the right to grant exceptions to discretionary policies. Requests for exceptions to State, Federal, or local laws shall not be approved.
7. Information shall be made confidential as permitted by law.

VIII. Discussion with Offerors Prior to Proposal Submission

Discussions may be conducted with interested offerors to promote understanding of the HPHA's requirements.

IX. Opening of Proposals

Upon receipt of proposals by the HPHA at the designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped, and whenever possible, time-stamped. All documents so received shall be held in a secure place by the HPHA and shall not be examined for evaluation purposes until the submittal deadline. Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties. Sealed proposals shall not be opened at a public proposal opening.

awarded and executed by all parties. Sealed proposals shall not be opened at a public proposal opening.

X. Additional Materials and Documentation

Proposal samples or descriptive literature should not be submitted unless specifically requested within the RFP. Any unsolicited documentation, literature, samples, or brochures will not be examined or tested, and will not be deemed to vary any of the provisions of this RFP.

XI. RFP Amendments

The HPHA reserves the right to amend this RFP at any time prior to the closing date for the final revised proposals. Interested offerors will be notified of the availability of amendments through verbal or written communication.

XII. Additional Terms and Conditions

The HPHA reserves the right to add terms and conditions during contract negotiations and discussions. These terms and conditions may be within the scope of the RFP and will not affect the proposal evaluation.

XIII. Cancellation of the Request for Proposals

The RFP may be canceled and any or all proposals may be rejected in whole or in part, when determined by the HPHA to be in the best interests of the State.

XIV. Costs for Proposal Preparation and Verification

Any costs incurred by interested offerors in preparing or submitting a proposal are the interested offeror's sole responsibility. Any costs incurred by the Successful Offeror prior to the execution of a Contract are not eligible for reimbursement.

Costs incurred in connection with the review, inspection and verification of information provided in the RFP shall be the interested offeror's sole responsibility.

Interested offerors shall ensure that the HPHA is provided with the written authorization(s) necessary to verify information provided in the interested offeror's proposal.

XV. Mistakes in Proposals

While interested offerors are bound by their proposals, circumstances may arise where a correction or withdrawal of proposals is proper. An obvious mistake in a proposal may be corrected or withdrawn, or waived by the interested offeror to the extent that it is not contrary to the best interest of the HPHA or to the fair treatment of other interested offerors. Mistakes in proposals shall be handled as provided for in section 3-122, Hawaii

Administrative Rules (HAR) and HUD requirements at HUD Handbook 7460.8 REV 2.

XVI. Rejection of Proposals

The HPHA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in this RFP and which demonstrate an understanding of the service specifications. Any proposal offering may be rejected without further notice if it is:

1. Determined to be unreasonable in price, including not only the total price of the proposal, but the prices for individual items as well; or
2. Determined to offer a set of terms or conditions that are contradictory to the minimum requirements included in this RFP.

XVII. Notice of Award

Any Contract arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of HUD as may be required by statute, regulation, rule, order or other directive.

The Successful Offeror shall receive a Notice of Award, which will indicate that the Successful Offeror has been selected to provide the services under this RFP.

No work is to be undertaken by the Successful Offeror prior to the Contract commencement date. The HPHA is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Offeror prior to the Contract starting date.

Reference Responsibility of Offeror in section 3-122-112, HAR. Offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

The Successful Offeror receiving award shall be required to enter into a formal written Contract. The General Conditions of the Contract are attached and minimum service specifications are included herein. See Attachment 9 and Attachment 10.

XVIII. Protests

Pursuant to HRS section 103D-701, HRS, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. An actual or prospective offeror may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

- (1) A state purchasing agency's failure to follow procedures established by Chapter 103D, HRS.

- (2) A state purchasing agency's failure to follow any rule established by Chapter 103D, HRS.
- (3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be mailed by USPS or hand delivered to the head of the State Contracting Office conducting the protested procurement and the Procurement Officer who is conducting the procurement (as indicated below) within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offerors. Further provided that a protest of an award or proposed award shall be submitted within five (5) days after the posting of award of the contract. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the State Contracting Office. Any notice of award letter(s), resulting from this solicitation shall be posted on the Procurement Reporting System on the State Procurement Office website at <http://www.hawaii.gov/spo2/source/>.

Head of State Contracting Office		Procurement Officer	
Name:	Hakim Ouansafi	Name:	Rick T. Sogawa
Title:	Executive Director	Title:	Procurement Officer
Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817	Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817
Business Address:	1002 N. School St, Bldg. E Honolulu, Hawaii 96817	Business Address:	1002 N. School St, Bldg. D Honolulu, Hawaii 96817

XIX. Availability of Funds

The award of a Contract and any allowed renewal or extension thereof, are subject to allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and subject to the availability and allotment of State and/or Federal funds.

XX. Monitoring and Evaluation

The Successful Offeror's performance under the Contract will be monitored and evaluated by the Contract Administrator or his/her designated representative, the HPHA's auditors, and/or other designated representatives.

Failure to comply with all material terms of the Contract may be cause for suspension or termination, as provided in the General Conditions. The Successful Offeror may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the HPHA. These additional reports shall not be considered a change to the scope of work and shall continue for a duration of time as deemed necessary by the HPHA.

XXI. General and Special Conditions of Contract

The General Conditions that will be imposed contractually are included as an attachment. The State's General Conditions set forth in Attachment 9, may also be found on the State Procurement Office (SPO) website at www.spo.hawaii.gov. The HUD General Conditions set forth in Attachment 10, may also be found on the HUD website at www.hud.gov.

Special conditions may be imposed by the HPHA. The HPHA reserves the right to make small or major modifications to the quantity of items or reporting requirements contingent upon unforeseen conditions.

XXII. Cost Principles

The HPHA shall utilize standard cost principles at section 3-123, HAR which are available on the SPO website. Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

XXIII. Campaign Contributions by State and County Contractors Prohibited

If awarded a Contract in response to this solicitation, the Successful Offeror agrees to comply with §11-355, HRS, which states that campaign contributions are prohibited from a State and county government contractor during the term of the Contract if the Contractor is paid with funds appropriated by the legislative body between the execution of the Contract through the completion of the Contract.

(END OF SECTION)

Section 2

Scope of Services

I. INTRODUCTION

A. Purpose or need

The Hawaii Public Housing Authority (HPHA) is issuing this Request for Proposals (RFP) to engage professional consulting services to systematically identify the needs, priorities, potential resources, and constraints for the redevelopment of MWH and the HPHA's Administrative Offices.

The redevelopment of MWH and the HPHA's Administrative Offices is to continue the HPHA's initiative to enter into public-private partnerships for a mixed income/mixed finance redevelopment of its properties.

B. Development Description

1. Mayor Wright Homes

The intent of the redevelopment of MWH is to revitalize, modernize and improve the quality of life for the property's residents while making the best use out of the existing land and to encourage a sense of community at MWH and with the surrounding neighborhood. Proposed redevelopment shall introduce creative physical designs, unit configurations and sustainable building materials that indistinguishably integrates public housing into the surrounding neighborhood. The proposed redevelopment or renovations should address both exterior and interior features of structures complementary to any redevelopment and the surrounding neighborhood.

MWH is a federal public housing property that has been in use for over sixty years. Mayor Wright Homes was built in 1953 and modernized in 1984. The development has significant deferred maintenance issues, due to inadequate funding.

A Physical Needs Assessment (PNA) completed in May 2009 shows a substantial amount is needed to revitalize MWH. In the current economic outlook, there are not adequate State or Federal funds available to upgrade the property. It is believed that a mixed income/mixed finance/mixed use approach will provide the additional capital necessary to meet the goals of the HPHA for MWH.

Currently, the property consists of 364 units in 24 walkup and 11 townhouse building. 24 one-bedroom, 114 two-bedroom, 168 three-bedroom, 50 four-bedroom and 8 five-bedroom units apartments comprise the 364 units.

The community surrounding MWH is a single family residential neighborhood comprised of four (4) elementary schools, one (1) intermediate school, one (1) high

school and a public library. The area is located in Kalihi/Palama minutes from downtown Honolulu and includes nearby exits onto the Highway 1 and Highway 2 Federal highways, and the Likelike State Highway, allowing easy access to the region's tourism areas and employment hubs. The planned Rail route and station will be walking distance from MWH.

MWH is part of the largest concentration of Federal and State public housing in the State that includes Kalihi Valley Homes (400 units), Hauiki Homes (46 units) Puahala Homes (128 units), Kamehameha Homes (221 units), Kaahumanu Homes (152 units), Kuhio Park Terrace (614 units) and Kuhio Homes. Together with MWH (364 units), these total 2,059, or 33 percent (33%), of the State's 6,200 public housing units.

Attached is a site map of the property. See Attachment 1.

2. HPHA Administrative Offices (School St)

The intent of the redevelopment of HPHA's Administrative Offices is to modernize and increase the capacity of the property by having both administrative offices and an elderly housing property. Proposed redevelopment shall introduce physical designs, unit configurations and sustainable building materials that indistinguishably integrates the administrative offices into the surrounding neighborhood. Proposed redevelopment should address both exterior and interior features of current structures complementary to any redevelopment and the surrounding neighborhood.

The HPHA's Administrative Offices have been in use for over 60 years and is located minutes from downtown Honolulu. It includes nearby exits onto the Highway 1 and Highway 2 Federal highways, and the Likelike State Highway, allowing easy access to the region's tourism areas and employment hubs.

The property consists of 12 buildings ranging from 200 square feet to 6,850 square feet. Attached is a site map of the property. See Attachment 2.

C. Funding source and period of availability

Funds are subject to appropriation by the State's Director of Finance and/or U.S. Congress and allocation by the Governor, State Legislature and/or the U.S. Department of Housing and Urban Development (HUD). Funding and period of availability may change upon notice by the HPHA.

It is understood that the Contract shall not be binding, unless the HPHA can document that there is available an unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract. Any Contract entered into as a result of this RFP is binding only to the extent that funds are certified as available and that the availability of funds in excess of the

amount certified as available shall be contingent upon future appropriations or special fund revenues.

It has been determined that there are sufficient funds to pay for the initial term of the Contract and the funds necessary for the remaining terms of the Contract are likely to be available from HUD. Pursuant to Chapter 103D-315, HRS, the HPHA reserves the right to cancel the Contract when funds are not allotted or otherwise made available to support continuation of performance in subsequent periods. Nothing in this RFP shall be interpreted to mean that the State shall be liable to pay for services at the federal public housing sites with State funds.

II. GENERAL REQUIREMENTS

A. Qualifying Requirements

1. The Successful Offeror shall comply with section 103D-601, HRS – Cost Principles for Purchase of Goods and Services. The Successful Offeror shall also comply with applicable HUD rules at HUD Handbook 7460.8 REV 2
2. The Successful Offeror must have no outstanding balances owing to the HPHA. Exceptions may be granted by the Executive Director of the HPHA for debts recently acquired and for debts which have a repayment plan approved by the Executive Director of the HPHA.
3. Interested offerors are advised that if awarded a Contract, the Successful Offeror must furnish proof of compliance with the requirements of section 3-122-112, HAR:
 - a. Chapter 237, HRS, tax clearance;
 - b. Chapter 383, HRS, unemployment insurance;
 - c. Chapter 386, HRS, workers' compensation;
 - d. Chapter 392, HRS, temporary disability insurance;
 - e. Chapter 393, HRS, prepaid health care; and
 - f. One of the following:
 - i. Be registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a "Hawaii business").

Hawaii business. A business entity referred to as a "Hawaii business" is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the interested offeror shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawaii business doing business as a sole proprietorship is not required to register with the BREG, and therefore not required to submit the certificate. A Successful Offeror's status as

sole proprietor or other business entity and its business street address will be used to confirm that the Successful Offeror is a Hawaii business.

- ii. Be registered to do business in the State of Hawaii (hereinafter referred to as a “compliant non-Hawaii business”).

Compliant non-Hawaii business. A business entity referred to as a “compliant non-Hawaii business,” is not incorporated or organized under the laws of the State of Hawaii, but is registered to do business in the State. As evidence of compliance, the interested offeror shall submit a *CERTIFICATE OF GOOD STANDING*.

4. **Business Office**

The Successful Offeror shall have, at a minimum, a telephone number and electronic mail address from which it conducts business and is accessible by telephone from 8:00 a.m. to 5:00 p.m. HST for meetings, teleconferences, video conferences, concerns or requests that need immediate attention. An answering service is not acceptable. An office location, phone number and electronic mail address shall be stated in the interested offeror’s proposal.

5. **Certifications of Eligibility**

The Successful Offeror shall demonstrate compliance with the following:

- a. Tax Clearance, Form A-6;
- b. Department of Labor and Industrial Relations, Application for Certificate of Compliance, Form LIR #27; and
- c. Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

The Successful Offeror may demonstrate compliance of the above by using the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at:

<http://vendors.ehawaii.gov/hce/splash/welcome.html>

The HCE provides the applicant with a “Certificate of Vendor Compliance” with current compliance status as of the issuance date, accepted for both contracting purposes and final payment. Businesses that elect to use the new HCE services will be required to pay any annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

6. **Indemnification**

The Successful Offeror shall defend, indemnify, and hold harmless the State of Hawaii, the HPHA, its elected and appointed officials, officers, and employees, from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the Successful Offeror or the Successful Offeror's officers, employees, agents or subcontractors.

7. **Insurance Requirements**

Within fifteen days (15) after award of the Contract and prior to the execution of the Contract, the Successful Offeror shall furnish to the Contracting Officer a valid certificate(s) of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified. This insurance must be maintained throughout the entire performance period. Failure to maintain the required insurance is considered a material default of the Contract.

a. Workers' Compensation

The Successful Offeror shall carry Workers' Compensation insurance in such form and amount to satisfy the applicable the State Workers' Compensation Law. Workers' Compensation must be issued by an admitted carrier authorized to do business in the State of Hawaii.

b. Liability Insurance

The Successful Offeror shall maintain the following minimum insurance limits and coverage:

<u>Coverages</u>	<u>Limits</u>
Commercial General Liability	\$2,000,000 single limits per occurrence for bodily injury and personal property damage
Personal Injury Liability	\$1,000,000 single limits per occurrence. \$2,000,000 for general aggregate
Automobile Insurance	Bodily injury liability limits of \$1,000,000 each person and \$1,000,000 per accident and property damage liability limits of \$1,000,000 per accident OR \$2,000,000 combined single limit

Workers' Compensation as required by laws of the State of Hawaii

Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the Successful Offeror and to all employees of sub-contractors in case any sub-contractor fails to provide adequate similar protection for all its employees

A certificate of insurance for the required insurance coverages is required prior to commencement of services. The insurance policy required by this Contract shall contain the following clause:

"The State of Hawaii, the Hawaii Public Housing Authority, its elected and appointed officials, officers, and employees shall be named as additional insured, except for Professional Responsibility Insurance and Workers Compensation Insurance, as respects to operations performed for the State of Hawaii and HPHA under this Contract."

To satisfy the minimum coverage limits required by this Contract, the Successful Offeror may use an umbrella policy in addition to the mandatory insurance policies (i.e., General Liability Insurance, Automobile Insurance, and Workers' Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Contract, including all Supplemental Contracts.

Upon execution of the Contract, the Successful Offeror agrees to deposit with the HPHA, a valid certificate(s) of insurance necessary to satisfy the HPHA that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificate(s) on deposit with the HPHA during the entire term of this Contract. Upon request of the HPHA, the Successful Offeror shall be responsible for furnishing a copy of the policy or policies.

Failure of the Successful Offeror to provide and keep in force such insurance shall be regarded as material default under this Contract. The HPHA shall be entitled to exercise any or all of the remedies provided in this Contract for default of the Successful Offeror.

The procuring of such required insurance shall not be construed to limit the Successful Offeror's liability hereunder nor to fulfill the indemnification

provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the Successful Offeror shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.

The HPHA is a self insured State agency. The Successful Offeror's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by the Successful Offeror.

The Successful Offeror shall provide written notice to the HPHA of any cancellation or change in provisions thirty calendar days prior to the effective date of such cancellation or change.

c. Other Additional Insurance

The Successful Offeror may, at its own expense, place additional insurance coverage for further protection subject to the HPHA's approval. Request for approval will include a description of the additional insurance coverage, premium and justification.

8. **Section 3 of the U.S. Housing Act of 1968**

The work performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 United States Code section 1701u. The purpose of Section 3 is to ensure that employment and other opportunities generated by HUD assistance covered by Section 3, shall to the greatest extent feasible be directed to low- and very low-income persons, particularly those who are recipients of HUD housing assistance.

The Successful Offeror must certify that it is under no contractual or other impediment that would prevent it from complying with 24 Code of Federal Regulations (CFR) Part 135 regulations. The Successful Offeror must also certify that any vacant position that is filled after the Successful Offeror is selected but before the Contract is executed was not filled to circumvent the Successful Offeror's obligations under 24 CFR Part 135.

9. **Minority/Women Business Participation (MBE/WBE)**

Whenever possible, the interested offeror awarded the contract agrees to subcontract with minority owned business enterprises and/or women owned business enterprises, certified as such as recognized.

10. **Using Best Efforts to Fulfill Minority/Women Business Participation**

In the event that the HPHA has a reasonable belief that the interested offeror will

not use its best efforts to meet the MBE/WBE participation goal, the HPHA reserves the right to cancel in whole or in part, the Contract. Best efforts may be established by demonstrating that the interested offeror has contracted or solicited bids/quotes from subcontractors in identifying MBE/WBE.

B. Type of Contract

1. The Successful Offeror shall be required to execute a Contract for Goods and Services Based on Competitive Sealed Proposals. See Attachments 3 – 8.

The Contract shall be on a reimbursement basis. All costs incurred must be supported by verifiable evidence that payment was made such as invoices and/or receipts. No profit shall be allowed on project reimbursables, including, without limitation, postage, supplies, and travel.

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the Successful Offeror shall execute and deliver to the HPHA a Contract in such number of copies as required by the HPHA.

The Successful Offeror will be required to enter into a formal written contract with the HPHA in accordance with the laws, rules and regulations of the State of Hawaii. The stated requirements appearing elsewhere in this RFP shall be incorporated and shall become part of the terms and conditions of the Contract.

By submission of a proposal, interested offerors warrant and represent that they have read and are familiar with the contractual and service requirements set forth in the RFP and its attachments, the provisions of which are expressly incorporated into this RFP by reference.

All proposals shall become the property of the HPHA. The Successful Offeror's proposal will be incorporated in the resulting Contract by reference.

2. **Subcontracting**

No work or services shall be subcontracted or assigned without the prior written approval of the HPHA. No subcontract shall under any circumstances relieve the Successful Offeror of his/her obligations and liability under contract with the HPHA. All persons engaged in performing the work covered by the Contract shall be considered employees of the Successful Offeror.

3. **Contract Modification**

The Contract may be modified only by a written supplemental contract signed by the HPHA and personnel authorized to sign contracts on behalf of the Successful Offeror as designated in a corporate resolution, if applicable.

4. **Additional Services and Fees**

For work not described in the Contract, the Successful Offeror and the HPHA shall negotiate for additional needed services and fees which may arise during the course of the Contract. Any agreement shall be in writing, executed by all parties, and shall be attached to the Contract as an amendment to expire at the same time as the original Contract or subsequent extension period.

5. **Laws, Rules, Ordinances and Regulations**

Reference to Federal, State, City and County laws, ordinances, rules and regulations and standard specifications shall include any amendments thereto effective as of the date of the RFP.

6. **Bonds**

No performance or payment bond is required.

C. Single or multiple contracts to be awarded

☒ Single ☐ Multiple ☐ Single & Multiple

D. Single or multi-term contracts to be awarded

☐ Single term (≤ 2 yrs) ☒ Multi-term (> 2 yrs.)

Initial term of contract:	Thirty six (36) months March 1, 2014 – February 28, 2017
Length of each extension:	Up to twelve months; may be less than 12 months when it is in the best interests of the State
Maximum length of contract:	48 months

The initial period shall commence on the Contract start date. The following conditions must be met for an extension:

1. The Contractor experienced cost savings and has unexpended funds available that can be used to provide additional goods and services; or
2. The HPHA determines there is an ongoing need for the services and has funds to extend services not to exceed (12) twelve months. Contract extensions shall be awarded as agreed upon in the Primary Contract. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living increase; and

3. A Supplemental Contract must be executed prior to expiration of the Primary Contract; and
4. The HPHA may be required to obtain HUD approval in writing of the extension prior to execution of a Supplemental Contract; and
5. The Contractor must obtain the HPHA approval in writing and a notice to proceed with the extension.

The option to extend the Contract shall be at the sole discretion of the HPHA. The Contract shall be extended at the same rates as proposed in the original proposal unless price adjustments are provided herein. Submission of a proposal constitutes acknowledgement of the interested offeror that the interested offeror is able and willing to contract for services for the duration of the Contract period. If the Successful Offeror is unwilling or unable to fulfill the maximum allowable Contract, the HPHA reserves the right to assign the costs of reprourement to any payments owed under the Contract. These costs may include without limitation reproduction costs, staff time, and postage.

The Successful Offeror shall provide the requested insurance information and a completed wage certificate. The Successful Offeror shall pay the State of Hawaii general excise tax and all other applicable taxes.

E. Contract price adjustments (other than wage rate increases)

Each proposal offered herein shall be firm for the period beginning March 1, 2014 through February 28, 2017.

Contract price adjustments shall be limited to liability and/or automobile insurance. The following conditions must be met for the HPHA to consider a price adjustment:

1. The Contractor provides adequate documentation of price increase, such as insurance policy statement; and
2. The increase shall not exceed five percent (5%) from the original price for each budget line item; and
3. The request for increase must be reasonable and there must be a sufficient amount of funds available to support the increase.

III. CONTRACT MONITORING & REMEDIES

A. Monitoring

1. The satisfactory provision of goods and services shall be monitored by the

Contract Administrator. Performance will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods by the Contract Administrator and his/her designated representative(s).

2. Should the Successful Offeror fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan, a timeline for implementation, and the responsible parties. The HPHA will monitor the Successful Offeror for implementation of the corrective action plan. The HPHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.
3. Should the Successful Offeror continue to fail to comply with the requirements of the Contract, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the Successful Offeror or to directly assess the Successful Offeror.
4. In the event the Successful Offeror fails, refuses, or neglects to perform the services in accordance with the requirements of this RFP, and the Contract, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and to deduct this cost from moneys due or that may thereafter become due the Successful Offeror. In case money due to the Successful Offeror is insufficient for this purpose, the Successful Offeror shall pay the difference upon demand by the HPHA. The HPHA may also utilize all other remedies provided under the Contract and by law and rules.
5. In the event the Successful Offeror is not performing the required services as contracted, the HPHA reserves the right to extend the Contract for intervals of less than 12 months. During this time, the HPHA will monitor the Successful Offeror's performance and/or improvement and the implementation of its corrective action plan to determine whether the HPHA will continue to Contract with the Successful Offeror.

B. Termination

The HPHA reserves the right to terminate any Contract without penalty for cause or convenience as provided in the General Conditions.

IV. SCOPE OF WORK

The selected consultant shall provide all the necessary services on behalf of the HPHA, including without limitation, the following:

A. Mayor Wright Homes

1. Phase I: Review/Define Development Potential

- a. Identify key issues affecting the potential redevelopment of the property.
 - b. Outline proposed objectives that the redevelopment project shall be required to achieve, including without limitation, the following:
 - i. Identify possible number and type of different income level units, both on and off-site, taking into consideration the HPHA's identified needs, wait list concerns, limited resources, importance of assisting lower-income non-PHA residents, as well as market units.
 - ii. Identify basic financial constraints and opportunities, including without limitation, the use of tax-credits and/or tax-exempt bond financing, HUD's Rental Assistance Demonstration (RAD) units and HUD's Annual Contributions Contract (ACC) units.
 - c. Conduct and participate in meetings with the HPHA's site planner and/or architect to consider various development options, densities, and site amenities.
 - d. Conduct and participate in meetings with Mayor Wright Homes tenants, HPHA Board of Directors and its staff, and outside community/stakeholders for vision and input.
 - e. Conduct and participate in meetings with the U.S. Department of Housing and Urban Development (HUD) to discuss possible HUD assistance in the redevelopment process.
 - f. Prepare pre-development cost estimates which account for all phases of development, design, construction, operations, maintenance, and reserves.
 - g. Conduct and participate in meetings with potential developers or real estate professionals to consider potential of the site, values, phases, and roles.
 - h. Identify various ways that State appropriated funds might be used to include without limitation, constraints and timing issues.
 - i. Outline pros and cons of potential roles the HPHA may play in the development process, given its other priorities and limited resources.
 - j. Assist HPHA staff in the determining of preliminary ranges of sources and uses of funds and identify what may be feasible for the HPHA.
2. Phase II: Assist with Request for Proposals and Contracting Process

- j. Assist HPHA staff in the determining of preliminary ranges of sources and uses of funds and identify what may be feasible for the HPHA.

2. Phase II: Assist with Request for Proposals and Contracting Process

- a. Identify, evaluate, and provide various solicitation models that may be used, including without limitation, solicitations provided by the HPHA, other Hawaii experience and from agencies elsewhere.
- b. Assist HPHA staff preparing a developer/equity partner request for proposals for either a rehabilitation project or a tear-down/rebuild project, including without limitation, the scope of work and criteria for evaluating the proposals.
- c. Assist HPHA staff in reviewing and responding to questions received from interested offerors.
- d. Assist HPHA staff in preparing requests for clarification/best and final offers to interested offerors.
- e. Assist HPHA staff in interview process with selected offerors.
- f. Assist HPHA staff in reviewing and analyzing proposals received in response to the Request for Proposals, including without limitation, the following:
 - i. Experience, qualifications and references;
 - ii. Financial capacity;
 - iii. Resident employment and involvement;
 - iv. Other analyses to assist the selection/evaluation committee to identify a developer/equity partner; and
 - v. Best and Final Offers.
- g. Analyze the submitted proposals including, without limitation, the following:
 - i. Detailed Pro-forma project development budget itemizing all anticipated development costs and sources of funds for mixed-income, mixed-use, multi-family, public and affordable housing redevelopment/rehabilitation.

- ii. Tax credit equity analysis showing tax benefits and losses over time and calculation of investor's internal rate of return.
 - iii. Detailed Pro-forma analysis and justification of operating expenses and revenues.
 - iv. Cash flow projections and analysis, including preparation of discounted cash flow analysis for real estate projects.
 - v. Market and feasibility analysis, market research.
 - vi. Land and project valuations.
 - vii. Residual land value analysis.
 - viii. Ground lease structuring.
 - ix. Other developer-generated documents.
 - h. Assist HPHA staff with deal structuring, including alternative financing options, assessment of equity participation, alternative ownership positions, and negotiation of public/private development agreements.
 - i. Assist HPHA staff with developer negotiations to include preparing best and final offer for selected offerors.
 - j. Assist HPHA staff with other related services as may be identified.
3. Phase III: Follow Up
- a. Assist HPHA staff throughout the design and development process to ensure that:
 - i. The HPHA's criteria are met at each phase;
 - ii. Issues are identified and resolved in ways allowing the project to proceed while maintaining the HPHA limited resources for other projects;
 - iii. The HPHA's resources are leveraged as effectively as possible; and
 - iv. Implementation of the redevelopment project is successful.
 - b. Outline potential next steps including key parties needed and issues to be addressed.

- c. Upon request by the HPHA, structure and/or review potential term sheets for use with a selected developer and in negotiating a memorandum of understanding.
- d. Prepare a specific and detailed budget for uses of State-appropriated funds, including conditions for investing them in the project at each state.
- e. Provide additional assistance as needed, including without limitation, for follow-ups reports and/or summaries for the HPHA Board of Directors, HUD, Legislature, and other interested stakeholders.

B. HPHA Administrative Offices (School Street)

1. Phase I: Review/Define Development Potential

- a. Identify key issues affecting the potential redevelopment of the property.
- b. Outline proposed objectives that the redevelopment project shall be required to achieve, including without limitation, the following:
 - i. Identify possible number and type of different income level units, both on and off-site, taking into consideration the HPHA's identified needs, wait list concerns, limited resources, importance of assisting lower-income non-PHA residents, as well as market units.
 - ii. Identify basic financial constraints and opportunities, including without limitation, the use of tax-credits and/or tax-exempt bond financing and other federal programs/initiatives.
- c. Conduct and participate in meetings with the HPHA's site planner and/or architect to consider various development options, densities, and site amenities.
- d. Conduct and participate in meetings with HPHA tenants, HPHA Board of Directors and its staff, and outside community/stakeholders for vision and input.
- e. Conduct and participate in meetings with the U.S. Department of Housing and Urban Development (HUD) to discuss possible HUD assistance in the redevelopment process.
- f. Prepare pre-development cost estimates which account for all phases of development, design, construction, operations, maintenance, and reserves.
- g. Conduct and participate in meetings with potential developers or real

estate professionals to consider potential of the site, values, phases, and roles.

- h. Identify various ways that State appropriated funds might be used to include without limitation, constraints and timing issues.
- i. Outline pros and cons of potential roles the HPHA may play in the development process, given its other priorities and limited resources.
- j. Assist HPHA staff in the determining of preliminary ranges of sources and uses of funds and identify what may be feasible for the HPHA.

2. Phase II: Assist with Request for Proposals and Contracting Process

- a. Identify, evaluate, and provide various solicitation models that may be used, including without limitation, solicitations provided by the HPHA, other Hawaii experience and from agencies elsewhere.
- b. Assist HPHA staff preparing a developer/equity partner request for proposals for either a rehabilitation project or a tear-down/rebuild project, including without limitation, the scope of work and criteria for evaluating the proposals.
- c. Assist HPHA staff in reviewing and responding to questions received from interested offerors.
- d. Assist HPHA staff in requests for clarification to interested offerors.
- e. Assist HPHA staff in interview process with selected offerors.
- f. Assist HPHA staff in preparing requests for clarification/best and final offers to interested offerors
- g. Assist HPHA staff in reviewing and analyzing proposals received in response to the Request for Proposals, including without limitation, the following:
 - i. Experience, qualifications and references;
 - ii. Financial capacity;
 - iii. Resident employment and involvement; and
 - iv. Other analyses to assist the selection/evaluation committee to identify a developer/equity partner; and
 - v. Best and Final Offers.

- h. Analyze the submitted proposals including, without limitation, the following:
 - i. Detailed Pro-forma project development budget itemizing all anticipated development costs and sources of funds for mixed-income, mixed-use, multi-family, public and affordable housing redevelopment/rehabilitation.
 - ii. Tax credit equity analysis showing tax benefits and losses over time and calculation of investor's internal rate of return.
 - iii. Detailed Pro-forma analysis and justification of operating expenses and revenues.
 - iv. Cash flow projections and analysis, including preparation of discounted cash flow analysis for real estate projects.
 - v. Market and feasibility analysis, market research.
 - vi. Land and project valuations.
 - vii. Residual land value analysis.
 - viii. Ground lease structuring.
 - ix. Other developer-generated documents.
 - i. Assist HPHA staff with deal structuring, including alternative financing options, assessment of equity participation, alternative ownership positions, and negotiation of public/private development agreements.
 - j. Assist HPHA staff with developer negotiations to include preparing best and final offer for selected offerors.
 - k. Assist HPHA staff with other related services as may be identified.
3. Phase III: Follow Up
- a. Assist HPHA staff throughout the design and development process to ensure that:
 - i. The HPHA's criteria are met at each phase;
 - ii. Issues are identified and resolved in ways allowing the project to proceed while maintaining the HPHA limited resources for other

projects;

- iii. The HPHA's resources are leveraged as effectively as possible; and
 - iv. Implementation of the redevelopment project is successful.
- b. Outline potential next steps including key parties needed and issues to be addressed.
 - c. Upon request by the HPHA, structure and/or review potential term sheets for use with a selected developer and in negotiating a memorandum of understanding.
 - d. Prepare a specific and detailed budget for uses of State-appropriated funds, including conditions for investing them in the project at each state.
 - e. Provide additional assistance as needed, including without limitation, for follow-ups reports and/or summaries for the HPHA Board of Directors, HUD, Legislature, and other interested stakeholders.

C. Administrative Requirements & Qualifications

1. Administrative Policies

- a. The Successful Offeror shall agree and will include in its Contract that it does not and will not discriminate against any employee or applicant for employment. Such action shall include, without limitation, the following:
 - i. Employment, upgrading, demotion, or transfer;
 - ii. Recruitment or recruitment advertising;
 - iii. Layoff or termination;
 - iv. Rates of pay or other forms of compensation; and
 - v. Selection for training, including apprenticeship.

The Successful Offeror shall comply with requirements of the Department of Housing and Urban Development, pursuant to its regulations issued under Title VI of the Civil Rights Act of 1964; said regulations being set forth in 24 CFR Part 1 et seq.

- b. The Successful Offeror, if applicable, shall maintain its own written policies minimally that, address the following:

- i. Drug Free Workplace Policy;
- ii. Sexual Harassment Awareness in the Workplace Policy;
- iii. Non-Violence in the Workplace Policy;
- iv. Standards of Conduct;
- v. Smoking Policy; and
- vi. Americans with Disabilities Act.

The Successful Offeror shall maintain evidence that all staff are informed of its requirements and their agreement to comply with said policies. The Successful Offeror shall be solely responsible for the conduct of their employees and for their compliance with its administrative policies.

2. Administrative Requirements

- a. The Successful Offeror shall designate a contact person who will be responsible for project oversight and ensure Contract performance. The contact person shall be able to respond to the HPHA's inquiries, complaints/problems within one (1) working day.
- b. The HPHA's Contract Administrator may send a monitoring report to the Successful Offeror's contact person. The monitoring report will document discrepancies or Contract violation(s) which need correction. These discrepancies or Contract violation(s) must be corrected by the time periods provided.
- b. The Successful Offeror shall ensure adequate and appropriate representation at regular meetings with the HPHA. At this time, the HPHA anticipates monthly meetings with the Successful Offeror's contact person who will be responsible for oversight of Contract performance. Additional meetings may be required by the HPHA.

D. Personnel

- c. All personnel shall be considered employees of the Successful Offeror.
- d. The Successful Offeror shall ensure that all personnel meet the minimum qualifications, including State licensing laws and experience requirements. The current wage rates and position class specifications for management/maintenance personnel are available at <http://www.hawaii.gov/hrd/main/eccd>.

- e. All staff training, such as training required to ensure that the minimum services are provided in compliance with State/Federal laws, rules, and regulations shall be the responsibility of the Successful Offeror. However, should any specific or extraordinary training be required of the Successful Offeror, the HPHA may require attendance at no cost to the Successful Offeror. Interested offerors are strongly encouraged to budget for training related costs.
- f. The Successful Offeror shall be solely responsible for the behavior and conduct of their employees or agents on the HPHA property. Supervision and performance evaluation shall be the responsibility of the Successful Offeror. The HPHA shall be provided with access to employee performance evaluations, upon request, for the purposes of monitoring.
- g. The Successful Offeror shall ensure the confidentiality of all information, documents, or materials viewed or discussed. The Successful Offeror's personnel shall not provide confidential information to the general public without express written consent of the HPHA by either policy, rules or letter.
- h. During the performance of this Contract, the Successful Offeror agrees not to discriminate against any employee or applicant for employment. The Successful Offeror will take affirmative action to ensure equal treatment of its employees. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Offeror shall insert provisions similar to the foregoing in all subcontracts.
- i. The Successful Offeror agrees to remove any of its employees from servicing or providing services to the STATE, upon request in writing by the Contract Administrator. At the request of the STATE, the CONTRACTOR shall remove forthwith and shall not employ in any portion of the work, any person who, in the opinion of the STATE, does not perform his/her duties and responsibilities in a proper and skillful manner or is intoxicated or disorderly or is abusive or unable to demonstrate tact and diplomacy in dealing with the public.
- j. The Successful Offeror agrees to relieve any employee if arrested for any major crime or felony, pending final resolution of the investigation. The STATE has final authority to allow the individual to perform the duties under this Contract pending investigation, resolution or conviction. The resulting conviction will disqualify the individual from performing work in any capacity under this Contract.

- k. The Successful Offeror shall ensure that no employee employed under this Contract has been arrested or convicted of selling, dealing, or using controlled substances such as crystal methamphetamine in or around any state or federal public housing under the jurisdiction of the HPHA.
1. The Successful Offeror shall not employ an employee under this Contract who is a registered sex offender in any state.

E. Reporting Requirements

The Successful Offeror shall be responsible for the timely submission of reports as requested by the HPHA, including without limitation, the following:

1. Progress reports on the implementation of corrective action plans; and/or
2. Special requests in response to inquiries from the HPHA Board of Directors, and/or other government agencies, including the State Legislature.

F. Payment

1. Section 103-10, HRS, provides that the HPHA shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the HPHA will reject any proposal submitted with a condition requiring payment within a shorter period. Further, the HPHA will reject any proposal submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS, as amended.
2. The HPHA shall reimburse the Successful Offeror for all salaries, wages, related taxes, other related administrative expenses and reimbursable expenses as agreed upon in the Contract.
3. The Successful Offeror shall submit monthly invoices, one original for services rendered to:

Hawaii Public Housing Authority
Office of the Executive Director
P.O. Box 17907
Honolulu, Hawaii 96817

Upon receipt of the invoice, the HPHA shall date stamp the invoice, and use this receipt date to calculate the thirty (30) day payment period. For the purposes of this paragraph, the Successful Offeror's invoice date shall not be considered.

All invoices shall reference the Contract number assigned to the Contract. Payment shall be in accordance with section 103-10, HRS,

upon certification by the Contract Administrator that the Successful Offeror has submitted the receipts for the goods and services specified.

The Successful Offeror shall submit monthly invoices for payment, listing dates of services rendered for the previous month with an itemized breakdown of expense. Invoices for reimbursable expenses must include original invoice(s) for said expenses.

The Successful Offeror shall clearly indicate any adjustments made to the billing statement for work not performed.

4. For final payment, the Successful Offeror must submit a valid original tax clearance certificate "Certification of Compliance for Final Payment" (SPO Form-22). The Successful Offeror is required to submit a tax clearance certificate for final payment on the Contract. A valid HCE Certificate of Vendor Compliance in lieu of the tax clearance, is acceptable.

(END OF SECTION)

Section 3

Proposal Forms and Instructions

I. General Instructions for Completing Forms

When an interested offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks identified in this RFP. The interested offeror's proposal must demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this RFP.

The submission of a proposal shall constitute the interested offeror's indisputable representation of compliance with every requirement of the RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey a reasonable understanding of all terms and conditions of performance of the work to interested offeror.

An interested offeror shall submit one (1) original proposal marked "ORIGINAL" and four (4) copies of the original marked "COPY." It is imperative to note that the interested offeror submit only one (1) original and the required number of copies. The outer envelope or packaging of the proposals shall be sealed and clearly marked with the RFP number and title, the interested offeror's name, address, telephone and fax numbers.

Any and all corrections to a proposal shall be initialed in ink by the person signing the proposal for the interested offeror. Any illegible or otherwise unrecognizable corrections or initials may cause rejection of the proposal.

Before submitting a proposal, each interested offeror must:

1. Thoroughly examine the solicitation documents. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documentation.
2. Be familiar with local, State, and Federal laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the work.

Proposals shall be submitted to the HPHA in the prescribed format outlined in this RFP. A written response is required for each item, unless indicated otherwise.

No supplemental literature, brochures or other unsolicited information should be included in the proposal packet.

II. Proposal Forms

- A. The proposal forms must be completed and submitted to the HPHA by the required due date and time, and in the form prescribed by the HPHA. Electronic mail and facsimile transmissions shall not be accepted. Proposals submitted on

compact disk or in electronic format shall not be accepted.

- B. Interested offeror shall submit its proposal under the interested offeror's exact legal name that is registered with the State of Hawaii's Department of Commerce and Consumer Affairs and shall indicate this exact legal name. Failure to do so may delay proper execution of the Contract.
- C. Interested offeror's authorized signature shall be an original signature in ink. If the proposal is unsigned or the affixed signature is a facsimile or a photocopy, the proposal shall be automatically rejected. If the proposal is not signed by an authorized representative as submitted on the corporate resolution, the proposal shall be automatically rejected.
- D. A proposal security deposit is not required for this RFP.
- F. The numerical outline for the application, the titles/subtitles, and the interested offeror organization and RFP identification information on the top right hand corner of each page should be included.
- G. Consecutive page numbering of the Proposal Application should begin with page one and end with the last numbered page of the complete proposal.
- H. Proposals must be submitted on white, 8 ½" x 11" paper and shall be bound such as a three ring binder. Tabbing of sections is required.

III. The Proposal Application comprises the following sections:

A. Transmittal Letter

A Transmittal Letter shall be included in the proposal. See Attachment 14. The Transmittal Letter shall be in the form of a standard business letter and may be submitted on official business letterhead and shall be signed by an authorized representative. The Transmittal Letter must include:

1. A statement indicating that the interested offeror is a corporation or other legal entity and the taxpayer identification number of the legal entity.
2. A statement that the interested offeror is or will be registered to do business in Hawaii and is or will obtain a State General Excise Tax License before the start of the work.
3. A statement acknowledging and identifying that all addenda to this RFP issued by the HPHA have been received by the interested offeror. If no addenda has been received, a statement to that effect should be included.

B. Experience and Capability

1. Necessary Skills and Experience

The interested offeror shall demonstrate that it has the necessary skills, abilities, knowledge of, and experience relating to the delivery of the proposed services. The interested offeror shall also provide a listing of verifiable experience with projects or contracts related to the services to be provided to either a public housing authority, or government agency or private entity within the last five (5) years. Identify the name(s) of the client, the nature and duration of the engagements, and primary accomplishments.

Provide a list of companies or governmental organizations to which your proposed team is/are currently providing services. If this does not include at least five (5) entities, then provide the names of the entities for which similar services have been provided. For each entity include:

- i. Term, beginning and ending dates, of your contract agreement;
- ii. Monthly revenues resulting from the work;
- iii. Brief description of the scope of work; and
- iv. Name, address, and telephone number of the individual that administered your contract(s).

2. Professional References

The interested offeror shall provide a list of professional references for the last five (5) years, including contact information.

C. Personnel: Project Organization and Staffing

1. Proposed Staffing

This section shall describe the staff necessary and specific time available to ensure the performance of work in an accurate and timely manner. Staff titles, qualifications and level of effort are to be included in the response. Detail the proposed team's capacity to successfully plan, implement and develop the proposed work.

2. Staff Qualifications

This section shall provide the minimum qualifications including experience for staff assigned to the program. Describe the knowledge and experience of your proposed project director and/or staff, including the day-to-day management. Attach resumes and relevant professional background/experience of each key staff position.

The interested offeror shall provide reasonable assurances that the project team included in the proposal will be the team that actually participates in the project.

3. Organization Chart

If applicable, this section shall reflect the position of each staff and line of responsibility/ supervision. Please include position title, name and full time equivalency. If applicable, a project organization chart must be included with proposal.

D. Service Delivery

This section shall include a detailed discussion of the following:

1. The interested offeror's approach to applicable service activities and management requirements from Section 2, Item IV. Scope of Work, including, by phase, work plan of all service activities and tasks to be completed, and related work assignments/responsibilities.
2. How the interested offeror's approach is the most advantageous in terms of meeting the scope of work, cost effectiveness, and reliability.

E. Financial Capacity

This section shall state the interested offeror's status of current projects and the financial capacity. Given the state of the interested offeror's current workload and work in progress, provide information as to the financial capacity to complete the project in a timely and orderly manner.

F. Price Proposal

This section shall include a proposed cost for the Contract period. Include a description of the basis for the cost of performing the requested services, including professional fees by labor category, other direct costs chargeable to the contract and general administration, overhead/profit and reimbursable expenses.

G. Cost Reimbursement for All Costs Related to Personnel

The cost reimbursement pricing structure reflects a "not to exceed purchase arrangement" in which the HPHA pays the Successful Offeror for budgeted costs that are actually incurred in delivering the services specified in the contract, up to a stated maximum obligation. Cost reimbursements shall include, without limitation, personnel salaries, wages, medical benefits, payroll taxes and other expenses such as liability insurance, airfare, lodging, and transportation. The Successful Offeror shall be required to submit invoices detailing the amount(s) to be reimbursed.

H. Commitment to Section 3/Other Requirements

This section will describe the interested offeror's in providing utilization and furtherance to the HPHA's commitment to Section 3 requirements, Women's Business Enterprises, and Minority Business Enterprises. In order or priority, economic opportunities should be directed to housing developments managed by the HPHA then to non-public housing residents of very low and low income.

IV. HUD FORMS

A. Instructions to Offerors Non-Construction, form HUD 5369-B

The form HUD 5369-B is provided for the interested offeror's information and reference. Form HUD 5369-B is included in this RFP and can also be found at www.hudclips.org. See Attachment 12.

B. Certifications and Representations of Offerors, form HUD 5369-C

The form HUD 5369-C must be completed and submitted to the HPHA with the proposal form by the required due date and time, and in the form prescribed by the state purchasing agency. The certification must be signed and dated by an authorized representative. Form HUD 5369-C is included in this RFP and can also be found at www.hudclips.org. See Attachment 13.

(END OF SECTION)

Section 4

Proposal Evaluation & Award

I. Proposal Evaluation

An evaluation committee approved by the HPHA's Executive Director or designee will evaluate all responsive and responsible proposals. The evaluation of such proposals will be based solely on the evaluation criteria set out in this RFP. The evaluation committee's primary responsibility shall be to review the technical aspects of the proposals submitted. The price proposal review will be conducted by the evaluation committee chairperson. The review criteria will be as follows:

<u>Evaluation Categories</u>	<u>Possible Points</u>
Mandatory Requirements	Pass or Rejected
<i>Proposal Application</i>	100 Points
a. Experience and Capability <ul style="list-style-type: none"> Up to 30 points will be awarded based on the degree to which the interested offeror clearly and concisely demonstrates that it has the experience, necessary skills, abilities, knowledge of, and participated and successfully completed similar projects anywhere within the United States. 	30 points
b. Personnel: Project Organization and Staffing <ul style="list-style-type: none"> Up to 15 points will be awarded based on the degree to which the interested offeror clearly and concisely demonstrates that it has the qualified personnel, expertise, capacity and time to perform the requested services. 	15 points
c. Service Delivery <ul style="list-style-type: none"> Up to 30 points will be awarded based on the degree to which the interested offeror clearly and concisely demonstrates its approach to the scope of work, cost effectiveness, and reliability. 	30 points
d. Financial Capacity <ul style="list-style-type: none"> Up to 10 points shall be awarded based on the degree to which the interested offeror clearly and concisely demonstrates that it has the financial capacity to complete the project in a timely and orderly manner. 	10 points

<u>Evaluation Categories</u>	<u>Possible Points</u>
Mandatory Requirements	Pass or Rejected
e. Price Proposal <ul style="list-style-type: none"> The interested offeror proposing the lowest price will be assigned the maximum points. Each proposal that has a higher cost factor than the lowest will be assigned a lower rating. 	10 points
f. Commitment to Section 3/Other Requirements <ul style="list-style-type: none"> Up to 5 points shall be awarded based on the degree to which the interested offeror clearly and concisely demonstrates their approach to utilize and further to the HPHA's commitment to Section 3 requirements, Women's Business Enterprises, and Minority Business Enterprises. 	5 points
TOTAL POSSIBLE POINTS	100 Points

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three (3) responsive and responsible offerors who submitted the highest-ranked proposals. If there are less than three (3) acceptable or potentially acceptable proposals, the HPHA shall not be required to hold discussions with these offerors who submitted unacceptable proposals.

II. Mandatory Requirements

The HPHA will conduct an initial review to ensure that all proposals meet the minimum threshold requirements. Proposals will be reviewed to ensure submittal of all required attachments, certifications, forms, and narrative sections.

Statements which indicate that mandatory certifications will be submitted upon Contract award shall be unacceptable.

III. Financial/Price Proposal Review

The financial/price proposal review will be evaluated for financial and contractual acceptability and for reasonableness of the price proposal. The proposal with the lowest cost factor shall receive the highest available rating allocated to cost. Each proposal that has a higher cost factor than the lowest will be assigned a lower rating for cost.

The points allocated higher to higher priced proposals must be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price as follows:

$$\frac{\text{Price of the lowest price proposal} \times 10}{\text{Price of the proposal being rated}}$$

In determining whether a proposal is responsive, the HPHA will evaluate the costs and its supporting documentation against realistic operational expenses.

The HPHA will also review the most recent audited statements of the Successful Offeror.

IV. Technical Review

The Successful Offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified that affects the evaluation factors for award.

- A. The technical proposal will be evaluated to determine, if the Successful Offeror possesses the capability to successfully perform the requirements of the solicitation. The technical criteria are shown below:
 - 1. Experience and Capability;
 - 2. Personnel and Staffing; and
 - 3. Service Delivery; and
 - 4. Financial Capacity; and
 - 5. Commitment to Section 3/Other Requirements.
- B. Proposals will be evaluated for technical and contractual acceptability. Proposals shall be prepared in accordance with the instructions given in the RFP and shall meet all requirements set forth in this RFP.
- C. All proposals will be reviewed for reasonableness. Those offers that are not within the competitive range will be notified that their proposals are unacceptable, negotiations/discussions with them are not contemplated, and any revisions of their proposals will not be considered.
- D. Award will be made to the responsible offeror whose proposal, conforming to the solicitation, will be most advantageous to the HPHA, considering price and other factors indicated below.

Pursuant to Section 3-122-59, HAR, if for a given request for proposals, there is only one (1) responsive and responsible offeror submitting an acceptable proposal, an award may be made to the single offeror, or rejected, if conditions in Section 3-122-59(a)(1) are not met, and new requests for proposals may be solicited or the procurement may be cancelled.
- E. The HPHA reserves the right to award a Contract on the basis of the initial offers received without discussion. Offers are solicited on an "all or none" basis.

Failure to submit offers for all items and quantities listed shall be cause for rejection. Proposals should be submitted initially on the most favorable terms of a price and technical standpoint, which the interested offeror can submit to the HPHA.

- F. All proposals submitted will be evaluated on the basis of the evaluation criteria listed herein. Proposals shall conform to all terms and conditions contained in the Request for Proposals. Proposals which do not conform to all requirements expressed in this solicitation may be rejected without further evaluation, deliberation or discussion.

V. Discussions

Discussion may be conducted with priority listed offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without discussions. The objective of these discussions is to: 1) promote understanding of the requirements set forth in this RFP and the interested offeror's proposal; and 2) facilitate arriving at a contract that will provide the best value to the State, taking into consideration the evaluation factors set forth in this RFP.

(END OF SECTION)

Section 5

Attachments

1. Mayor Wright Homes Site Map
2. HPHA Administrative Offices Site Map
3. Sample Contract for Goods and Services Based on Competitive Sealed Proposals
4. Sample Contract – Attachment S1, Scope of Services
5. Sample Contract– Attachment S2, Compensation and Payment Schedule
6. Sample Contract – Attachment S3, Time of Performance
7. Sample Contract – Attachment S4, Certificate of Exemption from Civil Service
8. Sample Contract – Attachment S5, Special Conditions
9. General Conditions, AG-008 103D General Conditions
10. General Conditions, Federal form HUD 5370-C
11. Wage Certificate for Service Contracts
12. Instructions to Offerors Non-Construction, form HUD 5369-B
13. Certifications and Representations of Offerors, form HUD 5369-C
14. Sample Competitively Sealed Proposals Application Identification Form

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